



DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD BUREAU
2500 ARMY PENTAGON
WASHINGTON, D.C. 20310-2500

MEMORANDUM OF UNDERSTANDING
BETWEEN
ARMY NATIONAL GUARD
AND
THE U.S. GEOLOGICAL SURVEY

SUBJECT: Memorandum of Understanding (MOU) between the Army National Guard (ARNG) and the U.S. Geological Survey (USGS)

1. Purpose. This MOU is entered into by and between the USGS and the ARNG, for the purpose of establishing the respective responsibilities of parties for delivering technical assistance and related services to enable ARNG or State ARNG facilities to meet and sustain compliance with all applicable environmental laws and regulations.

2. References.

- a. Executive Order 12088, Federal Compliance with Pollution Control Standards.
- b. Executive Order 12856, Federal Compliance with Right-to-know Laws and Pollution Prevention Requirements.
- c. AR 25-50, Preparing and Managing Correspondence, 21 November 1988.
- d. NGR 5-1/ANGI 63-101 (Interim), Grants and Cooperative Agreements

3. Problem.

a. Reference 2a defines the responsibilities of Federal agencies regarding prevention, control, and abatement of environmental pollution. The ARNG and State ARNGs are responsible for compliance with all applicable pollution control standards.

b. In order for the ARNG or State ARNG facilities to meet the requirements of the referenced executive order, the ARNG or State ARNG must obtain additional technical advice and regulatory expertise. The USGS has demonstrated exceptional technological capabilities that would be extremely helpful in this regard.

4. Scope. The USGS agrees to provide support within the scope of USGS scientific capabilities to the ARNG or State ARNG facilities by applying technologies, scientific skills, and analytical tools in the areas of compliance, pollution prevention, restoration, conservation, and all other areas of concern. It is also understood that the ability of the

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USGS to conduct requested work will depend on the availability of qualified staff. The scope of the USGS technical services will include the following items:

a. Site Characterization. The USGS will conduct preliminary assessment/site investigations (PA/SI) and/or Remedial Investigation/Feasibility Studies (RI/FS) or other hydrogeologic investigations at designated ARNG or State ARNG facilities. Investigations may determine baseline environmental conditions or estimate the magnitude, direction, rates of movement, and extent of contaminants. Field investigations will result in a report. The investigations will be designed to complement and support other investigations or design activities relating to the facility and will help develop regulatory compliance approaches at State ARNG facilities.

b. Water Resources on ARNG or State ARNG Facilities. The USGS may assist ARNG or State ARNG in establishing priorities of waste streams and ground-water resources to achieve maximum benefit for the pollution-prevention funding invested.

c. Environmental Requirements on ARNG or State ARNG Facilities. The USGS may assist ARNG or State ARNG in identifying and establishing priorities of environmental requirements, providing solutions based on cost and risk-based decision tools, and integrating these solutions at ARNG or State ARNG facilities.

d. Conducting Technical Review of Environmental Reports. The expertise of the USGS in geology and hydrology may be beneficial in the evaluation process of environmental reports. The ARNG or State ARNG will submit reports to the appropriate USGS office for review and comment on the technical adequacy of the report. The USGS may provide technical comments only to ARNG or State ARNG facilities and other organizations as directed in writing by ARNG or State ARNG. Authority to approve/disapprove comments and any proposed action will remain with ARNG or a State ARNG.

e. Conducting Quality Assurance/Quality Control (QA/QC) Reviews. The USGS may review chemical sample data from hazardous material sites to assure the integrity of the data generated. The USGS will review the chemical data to ensure that adequate QA/QC procedures were followed. The USGS also will provide independent analytical services and methods (where applicable) to assure the validity of the data.

f. Providing Support for Emergency Actions at ARNG or State ARNG Facilities. Personnel may be requested from USGS to comment on hydrogeologic aspects (not to include engineering design) of emergency remedial actions, such as hazardous substance releases and other related actions.

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g. Conducting Hydrologic Studies at ARNG or State ARNG Facilities. When requested by ARNG or State ARNG facilities and agreed to by the USGS, the USGS will (1) undertake hydrologic studies to define ground-water and(or) surface-water resources at State ARNG facilities; (2) design appropriate ground-water and (or) surface-water management practices; (3) help to assess future water-supply needs; (4) conduct reservoir-sedimentation studies; (5) determine water budgets; (6) conduct flood-frequency studies; (7) conduct land-degradation studies; and (8) conduct studies to determine the impact of various land-use activities on State ARNG installation water resources; (9) other mutually agreed to activities within the capabilities of USGS.

h. Conducting ARNG or State ARNG Research and Development Studies. Within the scope of USGS scientific capabilities, the USGS will conduct studies of a wide range of environmental issues at ARNG or State ARNG facilities. The scope of work may include determining the feasibility of potential corrective actions to improve the quality of surface-water bodies and aquifers, and the development of techniques and methods to measure and delineate specific contamination problems more effectively and efficiently. The work also may include the characterization of geology to facilitate the placement of landfills, buildings, and other structures.

i. Providing Technical Information. The USGS will supply when requested, within 14 days from existing USGS reports and(or) files, any area-specific ground-water data, supporting geologic and(or) hydrogeologic data, and surface-water chemical-quality and physical-quality data.

j. USGS, when requested, may provide Maps, Geospatial Data, Geospatial Data Products and Services. Such services as :

(1) general purpose topographic maps, digital elevation, and other standard digital cartographic data, multi-resolution land cover, and land-sensing imagery;

(2) assistance in setting data standards;

(3) assistance in data-base design and development;

(4) integration of multiple data sets;

(5) geographical information systems (GIS) data analysis and data display applications;

(6) applying remote sensing and geographical information system skills to determine impacts and changes to natural resources; and

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(7) data-base archive and maintenance.

Property and equipment purchased under contract must be maintained on USGS property books during MOU. At termination of task, P&E must be transferred to National Guard Bureau (NGB) books if property is transferring to NGB.

k. Providing Technical Support for Court Proceedings. As related to specific litigation, the USGS may be asked to testify on the ground-water system, the nature of the contamination, and the transport of contaminants in the ground water. Testimony will be limited to materials published and(or) prepared by USGS personnel. The USGS personnel will not be considered to be expert on engineering aspects of mitigation procedures or on policy aspects of the ARNG or State ARNG course of action, and will not be asked to testify on Army policy questions.

l. Attending Meetings. If requested by ARNG or State ARNG facilities, the USGS may attend environmentally related meetings.

m. Providing Technical Analysis. When requested by ARNG or State ARNG facilities, USGS personnel may assist in developing, maintaining, and analyzing environmental data bases. The USGS will provide the expertise to evaluate the data bases in order to evaluate and report findings on environmental conditions, such as plume patterns, and the frequency of occurrence of potentially hazardous compounds.

n. Providing Temporary Personnel Assignments. When requested by ARNG or a State ARNG (pending availability of staff and the execution of necessary appropriate personnel documents), the USGS will provide temporary assignment of professionals to ARNG or State ARNG facilities located at Aberdeen Proving Grounds, Maryland, or at any other mutually agreed upon ARNG or State ARNG facility. Such assignments may be up to four years in duration and may be extended by mutual agreement to all parties (USGS, ARNG or a State ARNG, and employee). These professionals will assist ARNG or a State ARNG facility as project managers and advisors in environmental matters. This action will be covered by a separate MOU between ARNG or State ARNG facilities and the USGS and will become an amendment to the basic MOU.

o. Providing Analytical Chemistry to ARNG or State ARNG Facilities. The USGS, when requested by ARNG or State ARNG facilities, will provide chemical analyses of water, soil, and hazardous-waste samples collected in support of ARNG or State ARNG activities.

p. Providing Technical Instruction to ARNG or a State ARNG. When requested by ARNG or a State ARNG and agreed to by the USGS, the USGS may provide instruction

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to ARNG or a State ARNG. This instruction may include methods of collecting surface- and ground-water quality samples, measurements of water levels in wells and surface-water bodies, measurement of discharge rates from pumpage wells and surface-water bodies, and management of water-supply and water-quality records. Other instruction may include the use of USGS computer models for various hydrologic and(or) contamination problems, techniques to measure reservoir capacity for drinking water supplies, and use of USGS field instruments.

q. Providing Training to ARNG or State ARNG Facilities. The USGS currently offers a broad range of hydrologic, water-quality, geochemistry, data-management, computer model-simulation, ground-water, and surface-water and geophysics (surface and borehole) courses. Training may be requested will be provided either at the USGS National Training Center or at another mutually agreeable site.

r. Providing Technical Support for ARNG or State ARNG Facilities. The USGS may provide technical support to ARNG or a State ARNG for activities within the scope of USGS scientific capabilities and technical expertise. Authority to approve/disapprove recommendations and any proposed action will remain with ARNG or a State ARNG. Technical support includes, but is not limited to, the preparation of required documents for any environmental programs related to conservation, restoration, or compliance, the preparation of description of proposed action and alternatives (DOPAA), environmental assessments (EA), environmental impact statements (EIS), findings of no significant impact (FONSI), and other associated decision documents, wetland delineation, hydrologic and water-quality aspects of real property, environmental baseline surveys, and mitigation plans. This work includes, but is not limited to, data development, collection, interpretation, sampling and analysis of hydrologic and water-quality data, environmental impact evaluation, report preparation, special environmental planning of natural and cultural resource studies, and attendance at meetings and hearings.

5. Understandings, Agreements, Support, and Resource Needs.

a. The ARNG and USGS representatives are as follows:

(1) Point of contact for ARNG:

COL Steven R. deKramer or his delegate
NGB-ARE
Army National Guard
National Guard Bureau
111 South George Mason Drive
Arlington, VA 22204-1382

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Phone: (703) 607-7967 FAX (703) 607-7993
email: dekrames@ngb-arng.mgb.army.mil

(2) Point of contact for USGS:

Alex P. Cardinell or his delegate
U.S. Geological Survey
3916 Sunset Ridge Road
Raleigh, NC 27607
(919) 571-4021 FAX (919) 571-4041
email: apcardin@USGS.gov

b. Funding. The ARNG shall, subject to the availability of funds, fund all costs of assistance for tasks provided under this MOU. The ARNG or a State ARNG shall provide funds in advance of the commencement of work or the issuance of any obligation of the USGS for any task assigned. The ARNG or State ARNG facilities shall provide the USGS the full amount of estimated expenses by delivering a DD Form 448, Military Interdepartmental Purchase Request (MIPR). If the actual cost to the USGS is forecast to exceed the amount of funds available, the USGS shall promptly notify ARNG or the State ARNG of the amount of additional funding necessary to pay for the assistance. The ARNG or the State ARNG shall:

(1) provide the additional funds to the USGS;

(2) require the scope of the assistance be limited to that which can be financed by available funds, or

(3) direct termination of the project.

Should ARNG or the State ARNG not exercise any of the above options, the USGS may immediately terminate the project. Nothing herein shall require the USGS to continue performance beyond a level which can be supported by advance funds provided by ARNG or the State ARNG. The USGS's administrative costs associated with coordinating program by the USGS representative at ARNG or a State ARNG facility will vary, depending upon the type of work and size of the program. The maximum USGS administrative coordination costs are equal to 5 percent of the amounts awarded and will not exceed \$100,000 within a fiscal year without mutual consent by ARNG or the State ARNG and the USGS. The USGS coordination costs include man-hours, travel, and limited equipment purchases approved by ARNG or State ARNG.

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c. Billing. Billing will be performed by the USGS. Billing will be conducted monthly for costs recorded during the previous month on a SF Form 1080 for reimbursement to the USGS or its contractor on the basis of actual costs incurred.

d. Acceptance of Funds. Funds shall be considered obligated upon USGS acceptance of said funds (signature on DD Form 448-2-D, Acceptance of MIPR). Performance by the USGS or its contractor shall continue until one or more of the following conditions are met:

- (1) Completion of the Statement of Work and Task Closeout.
- (2) Expenditures/commitments equal the amount authorized for the task.
- (3) Task termination by either party to the agreement.
- (4) Work completion dates mutually agreed upon by both parties.

e. Application Laws and Regulations. Nothing in this MOU relieves any applicant, grantee, consultant, contractor, subcontractor, or any other party from any obligations imposed upon them by law, regulation, and other applicable requirements.

f. Records and Reports. The USGS shall establish and maintain records and receipts of expenditures of funds provided by ARNG or a State ARNG. Records shall be maintained in sufficient detail to permit identification of the of the expenditures made by the USGS and shall be made available for inspection by officials of the ARNG upon request. The USGS shall direct its contractors to provide the same accountability for government funds. The USGS and its contractors shall provide status reports, briefings, and other necessary information on any work conducted. Upon request, copies of documents supporting contract management decisions and activities affecting ARNG or a State ARNG projects will be turned over to ARNG or a State ARNG for maintenance. The USGS will retain all originals in accordance with Federal records management practices.

g. USGS Technical Reporting Requirements.

(1) Report Processing: The results of activities conducted by the USGS at a ARNG or State ARNG site will be provided to ARNG or the State ARNG in a format prescribed by or acceptable to ARNG or the State ARNG. A first draft of the report will be provided to ARNG or State ARNG for internal comment. Comments will be provided to the USGS within 45 days of receipt of the draft by ARNG or State ARNG facility. A second draft will be prepared which addresses comments received; the second draft will be processed through normal USGS channels for USGS approval. The second draft

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also will be provided to ARNG or State ARNG for comment at the time it is submitted by the originating USGS office for USGS approval, for release to ARNG or a State ARNG. Differences of opinion related to comments provided by ARNG or the State ARNG to the USGS concerning either the first or second draft will be resolved by negotiation to the mutual satisfaction of both parties. The ARNG or State ARNG's comment process will be completed and/or acceptance provided by ARNG or the State ARNG facility to the USGS within 120 days of receipt of the second draft report to ARNG or State ARNG facilities. Upon acceptance of the second draft by ARNG or State ARNG, the USGS will prepare the final report. It is agreed that the USGS will not release reports to outside parties except as required by Federal law. Acceptance of the second draft will constitute approval by the ARNG or State ARNG for the USGS to publish the information gathered in the study in a USGS report series or in a scientific journal. Such USGS reports will reference the ARNG or State ARNG as the sponsoring agency.

(2) Publication of Reports: The specific number of copies of the first and second draft reports plus the camera-ready original and number of final reports provided to ARNG or State ARNG will be specified at the time a task order is submitted. The USGS will supply ARNG or a State ARNG with up to 20 copies of any additional reports published in the USGS reports series or scientific journal. Additional copies of final reports or additional published USGS reports and journal articles will be furnished to ARNG or State ARNG upon request. The USGS will notify ARNG or State ARNG when such reports and journal articles are published for a period of at least 3 years following delivery of the final document.

h. Agreement Claims and Appeals: All claims arising under or relating to this MOU shall be resolved in accordance with Federal law and the terms of the individual interagency agreements. The USGS shall notify ARNG or State ARNG of claims or appeals and shall submit requests to ARNG or State ARNG for funds to cover such claims and appeals. Subject to the availability of funds, ARNG or State ARNG shall promptly provide payment of judgements or settlements of claims and appeals. If equipment is acquired as part of the project, such equipment will be accounted for and maintained during the term of the project in the same manner as USGS property. When

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the project terminates, disposition of the equipment will be as previously agreed to or as instructed by ARNG or State ARNG. Such equipment will be delivered to locations requested by ARNG or State ARNG, transferred to the USGS, or declared as excess. Cost of disposition shall be borne by ARNG or a State ARNG.

i. **Dispute Resolution.** The parties of this MOU shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the disputing party shall submit to a Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing party's position with respect to the dispute, and the technical, legal, or factual information that the disputing party is relying upon to support his position. The DRC will resolve disputes for which agreement has not been reached through informal dispute resolution. The parties shall designate one individual and an alternate to serve on the DRC. The individuals designated shall be employed at the policy level (SES or equivalent). The ARNG representative shall be the Chief of Environmental Programs or his delegate. The USGS representative shall be the Chief Hydrologist of Water Resources Division, or his delegate. In the unlikely event that the DRC is unable to resolve any disputes, the dispute will be forwarded to a mutually acceptable arbitrator.

j. **Security and Classification.** Security requirements to be followed in performance of the work will be in accordance with applicable DOD and USGS orders. Before any classified work under this project is initiated, the USGS and ARNG or State ARNG security representative will establish appropriate security requirements/procedures.

k. **Public Information.** Subject to the Freedom of Information Act 5 USC 552, decisions on disclosure of information to the public regarding work undertaken pursuant to this MOU shall be made by ARNG or a State ARNG following consultation with the USGS. Justification and explanation of ARNG or State ARNG programs before Congress and the Executive Branch shall be the responsibility of ARNG or the State ARNG facility. The USGS may assist ARNG or a State ARNG in responding to Congressional inquiries and may support ARNG or State ARNG in budget justification.

l. **Officials Not to Benefit.** No member of or delegate to the Congress, or other elected official, shall share in any part of this MOU, or any benefit that may arise therefrom.

m. **Covenant Against Contingent Fees.** No person or selling agency has been employed or retained to solicit or secure this MOU agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees.

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n. Confidentiality. To the extent permitted by the law governing each party, including the Freedom of Information Act, the parties agree not to disclose or disseminate to others exchanged information when requested not to do so by the providing party.

o. Organizational Conflict of Interest. ARNG or State ARNG recognizes that a contractor may perform the work assigned to the USGS under this MOU. The USGS has approved internal procedures governing access to and flow of information between the USGS, contractors, and affiliate organizations. The USGS contracts adopt these procedures and apply to all work performed under USGS contracts. These procedures are subject to USGS audit at all times. The procedures prohibit the contractor, including any of officials who may acquire information as part of management responsibilities, from further disseminating any third-party proprietary data or Government-sensitive data information, as indicated by restrictive markings identifying the data and information so protected, to affiliated organizations.

p. Environmental and Safety Responsibility. Both parties agree that while the USGS and its contractors and subcontractors will be expected to adhere to requirements of applicable environmental or safety laws and regulations, none of the activities under this agreement create an obligation by the USGS or its contractors and subcontractors for remedial action or payments or any other continuing responsibility under any such law or regulation.

6. Effective Date. This MOU will become effective upon the date of the last signature and will remain in effect for a five year period from the effective date unless terminated by (a) mutual consent by both parties, or (b) either party by providing 120 calendar days written notice to the other party. In the event of termination, the USGS shall not be responsible for any costs incurred by ARNG or State ARNG facilities associated with procuring services from an alternate source; nor shall ARNG or State ARNG facilities be relieved of responsibility for costs incurred by the USGS that are covered by this MOU, including allowable costs of contractors under this MOU and costs of closing out or transferring any ongoing obligation. Upon termination of this MOU, the USGS agrees to forward all work products prepared under this MOU, either in-house or by its contractor(s). This MOU may be modified upon mutual agreement of both parties.

7. Interagency Support Agreement (ISA). In addition to the MOU, an ISA is required. The U.S. Property and Fiscal Office (USPFO) shall execute the agreement on behalf of the ARNG.

8. Authority. This agreement is entered into pursuant to the authority contained in the Cooperative Agreements Act 41 U.S.C. 23 (in-house work only) and the Economy

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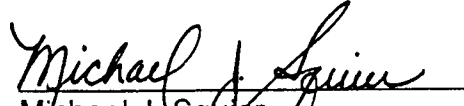
Act of 1932 (contracted out work), as amended (31 U.S.C. 1535). By execution of this agreement, ARNG and(or) State ARNG certifies that every order will be in the best interest of the Government and that the services set forth in the task orders arising hereunder cannot be provided as conveniently or cheaply by a commercial enterprise.



Catherine L. Hill

Acting Assistant Chief Hydrologist for Operations
Geological Survey

AUG 28 1998



Michael J. Squier

Brigadier General, U.S. Army
Deputy Director, Army National Guard

4 August 1998